

# GENERAL TERMS AND CONDITIONS

## Definitions

The terms listed below shall have the following meaning in these general terms and conditions:

**BioThema** refers to BioThema AB

**The Customer** refers to any entity placing orders for Goods.

**BioThema** and the Customer are referred to individually as "Party" and collectively as "Parties".

**Goods** refers to the goods manufactured or otherwise supplied by BioThema to be delivered by BioThema to the Customer.

**Delivery Date** refers to the day agreed between the BioThema and the Customer on which delivery of the Goods to the Customer shall take place.

**Purchase Price** refers to the agreed remuneration the Customer shall pay to the BioThema on purchase of the Goods.

**Customer Specific Agreement** refers to any written agreement, including but not limited to supply agreements, quality agreements, entered between BioThema and the Customer for the purpose of regulating a business relationship between these parties.

## 1 Applicability

### 1.1 Precedence

In the case of inconsistency or conflict between the terms and conditions of this document, and the terms and conditions of any Customer Specific Agreement between BioThema and the Customer, the Customer Specific Agreement shall have precedence over the general terms and conditions in this document with regards to the specific inconsistency or conflict.

### 1.2 Scope

These general terms and conditions apply to the sale of Goods.

### 1.3 Changes in general terms and conditions

The BioThema is entitled to change these general terms and conditions at any time. Any such change will enter into force four (4) weeks after the BioThema has notified the Customer of such change.

## 2 Undertakings

### 2.1 The commitment of BioThema

BioThema undertakes to deliver the Goods to the Customer under the terms stated in these general terms and conditions or any Customer Specific Agreement between BioThema and the Customer.

### 2.2 Imports

The Customer is responsible for ensuring that import regulations, relevant to supplying the Goods to the Customer, are known in advance of shipment to both BioThema and the Customer. BioThema is responsible for following any instructions around import regulations passed to it by the Customer prior to the shipment leaving BioThema's premises or to the best of its ability at such other time as instructed.

### 2.3 Order information

All orders should be made through our website ([biothema.com](http://biothema.com)) or in writing (e-mail). Our Order E-mail address is: [order@biothema.com](mailto:order@biothema.com).

All orders should contain the following information:

1. Your customer number and e-mail address and;
2. Your invoice address (including contact person) and;
3. Your delivery address (including contact person) and;
4. Your VAT number (Customers within the EU only).

Delivery shall be made to the address notified by the Customer.

Orders are normally processed, shipped and invoiced within 2 working days after being received. An "Order confirmation", containing information on what Goods will be shipped, by what carrier and when will be e-mailed to the person who placed the order within 1 working day after receiving the order. In the rare event that a certain ordered Goods is not available, the Customer will be contacted before further processing the order.

## 3 Description of Goods

### 3.1 Information regarding the Goods

All information relating to the composition, content, weight, size, shelf life, consistency and other data in catalogues, circulars, advertisements, images, electronic information and price lists and on packaging is – with the exception of cases where the law requires exact information – approximate and is subject to change. Such information is only binding if an agreement makes specific reference to it.

## 4 Shipping conditions and delivery time

### 4.1 Shipping conditions

Shipments are normally transported non-refrigerated. The Goods are designed to sustain exposure to ambient conditions.

### 4.2 Delivery time

Deliveries are typically made within 1-7 working days after shipment, depending on whether air or ground freight is used, and the location of the recipient's address.

### 4.3 Notice of delivery delay

If BioThema discovers that an agreed delivery time cannot be met or if a delay in delivery appears likely, BioThema shall ensure that the Customer is notified of this as soon as possible, through externally provided parcel tracking service or otherwise. If the Customer discovers that it will be unable to receive the Goods on the Delivery Date or if a delay appears likely, the Customer shall notify BioThema of this as soon as possible.

### 4.4 Notified delivery delay

If BioThema has notified the Customer of a delay in delivery in accordance with section 4.3, BioThema shall not be deemed to be delayed in making delivery. In other respects, a delay in delivery only affords the Customer those rights stated in section 4.

### 4.5 Extended delivery time

If delivery is delayed due to a circumstance specified in section 11 (Force Majeure) or due to a circumstance that is attributable to the Customer, or if the BioThema has otherwise given notice in accordance with section 4.3, the delivery time shall be extended by a reasonable length of time.

### 4.6 Failure to receive goods

If the Customer fails to receive the Goods at the agreed delivery time, the Customer is nevertheless obliged to make payment for the Goods in accordance with the BioThema invoice relevant to the shipment in question.

## 5 Terms of delivery

### 5.1 Interpretation of the terms of delivery

Terms of delivery shall be interpreted in accordance with Incoterms 2020.

### 5.2 Terms

Unless otherwise agreed in writing, such terms of delivery shall apply EXW (Handen). BioThema will, unless otherwise agreed in writing, arrange the shipping charge the Customer the cost of transportation and any associated insurance.

## 6 Return

### 6.1 Returns

No returns will be accepted unless a specific agreement has been reached in relation to this.

## 7 Invoicing

### 7.1 VAT

All prices issued by BioThema exclude value added tax (VAT) regardless of its applicability in any specific commercial transaction. Value added tax (or other taxes, duties or levies) etc. will be added to the invoice when applicable.

### 7.2 Order Processing fees

An "Order Processing fee" corresponding to 400 SEK may be added to invoice having a value of less than 4000 SEK, regardless of currency of the invoice.

## 8 Payment

### 8.1 Conditions of payment

Payment shall be made in accordance with the terms stated on the BioThema invoice. All invoices are to be paid within 30 days of invoice date.

### 8.2 Penalty interest

In the event of an overdue invoice, BioThema AB shall have the right to charge interest on the invoice question. The applied annual interest rate is currently 24 %. Should late payment be repeated, BioThema AB reserves its right to request pre-payment. Pre-payment is always requested for first time customers.

### 8.3 Packaging

The BioThema is free to change the quality and packaging of the Goods, and/or to remove or add any specific aspect of it.

## 9 Faults, deficiencies and liability

### 9.1 Faults or deficiencies

Faults or deficiencies in delivered Goods only entail the rights for the Customer as stated under section 9 of these general terms and conditions. A fault refers to a fault that is attributable to the manufacture or composition of the Goods. A deficiency refers to the delivered Goods not complying with the agreed quantity.

### 9.2 Replacement of goods

In the event of a fault or a deficiency related to Goods of a particular order, BioThema will discuss with the Customer to conclude if the fault or deficiency should be resolved with an additional shipment or monetarily.

### 9.3 Notification of faults or deficiencies

The BioThema shall only be held liable for faults attributed to the productions of the Goods or deficiencies that existed at the time of delivery. BioThema shall only be held liable if the Customer notifies BioThema of the fault in writing within seven (7) days of the day on which the Customer received the Goods. In the event of damage in transit, however, faults shall be notified immediately to the driver and shall be noted on the shipping documentation.

### 9.4 Limitation of liability

The BioThema shall not be held liable for faults or deficiencies caused by:

- a) deficiencies in the storage or handling of the Goods at the Customer's premises
- b) normal deterioration of the Goods
- c) changes to the Goods made by the Customer
- d) defective logistical procedures at the Customer's premises

BioThema shall not be liable to any Customer or third-party claim in respect of the use of any Goods, developed or provided by BioThema and used, distributed or marketed by the Customer, if the Goods have been used, distributed or marketed in a manner not expressly specified in any document issued, or agreed to in writing, by BioThema. If a third party brings a claim against the Customer in respect to the use of any Goods, the Customer shall immediately notify BioThema of this in writing.

## 10 Intellectual property

### 10.1 Use of intellectual property

Patents, trademarks, copyright and other intellectual property attributable to the Goods belong to BioThema or a third-party business partner with which BioThema has an agreement granting BioThema the right to make use of its intellectual property in accordance with said agreement. BioThema supplying any of the Goods to the Customer shall not be construed to constitute, create, give effect to, or otherwise recognize a transfer of these intellectual property to the Customer. The Customer may only use, market and sell the Goods under the original trademarks, in the packaging and with the use of the copyrights specified by BioThema.

### 10.2 Restrictions

If the business partner of BioThema places additional restrictions on BioThema in relation to the use of the said business partners' intellectual property, the Customer shall take corrective action in accordance with this as soon as the BioThema has notified the Customer of such restrictions in writing.

## 11 Force Majeure

### 11.1 Circumstances beyond BioThema's control

The following circumstances shall be deemed to constitute force majeure if they prevent the fulfilment of these terms, and a party shall not be obliged to take action to avoid or overcome the consequences thereof:

#### 11.1.1 *Circumstances constituting force majeure*

War, strike, insurrection or uprising, mobilisation or unforeseen military drafting on a corresponding scale, requisition, sequestration, currency restrictions, restrictions on exports or imports, general shortage of goods, shortage of means of transport, industrial dispute, restrictions relating to operating power, conflagration, defects or delays in deliveries from subcontractors or the supplier of raw materials caused by any of these grounds for declaring force majeure or loss of raw materials during transit to any of the BioThema's facilities and any other circumstance over which a party could not have any control; all this provided that the party could not have had any control over such circumstances, and that the effect of the circumstances on the fulfilment of the agreement could not have been foreseen at the time of entering into the agreement.

## 12 Other provisions

### 12.1 Failure to exercise rights

Failure to exercise rights in accordance with the terms and conditions in this document, shall not be deemed to mean that a party has relinquished its right to invoke such rights at a later date.

### 12.2 Failure to cite breach of contract or to exercise rights

The failure of a party to cite breach of contract or to exercise its rights on the grounds of any such breach of contract does not mean that the party relinquishes its right to invoke any subsequent breach of contract.

### 12.3 Right to withhold delivery

If the Customer is declared bankrupt, enters into a deed of arrangement, suspends payments or is in such a state of insolvency that any BioThema invoice cannot be paid, BioThema shall be entitled to withhold delivery until satisfactory collateral has been pledged. BioThema is entitled to terminate the agreement to supply Goods to the Customer, either in full or in part, if the Customer does not pledge such collateral.

### 12.4 Modified or invalid term

If any term or terms in these general terms and conditions is modified or otherwise turns out to be invalid, the other terms in these general terms and conditions shall continue to apply unchanged.

## 13 Disputes

### 13.1 Choice of law and dispute

This Agreement shall be construed in accordance with and be governed by the laws of Sweden. Disputes regarding the interpretation or application of these general terms of delivery and the associated legal position shall be settled by a court of law.